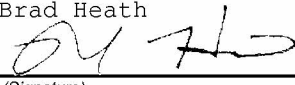


EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 5-67	
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:	
Contract Number EP-C-11-009		Contract Period 01/01/2011 To 06/30/2016 Base Option Period Number 5		Title of Work Assignment/SF Site Name ICIS NPDES Technical Support			
Contractor TETRA TECH, INC.				Specify Section and paragraph of Contract SOW See PWS			
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance From 01/01/2016 To 06/30/2016	
Comments: Work shall not commence on this work assignment until January 1, 2016.							
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund </div>							
Note: To report additional accounting and appropriations data use EPA Form 1900-69A.							
SFO (Max 2) <input type="checkbox"/>							
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Authorized Work Assignment Ceiling							
Contract Period:		Cost/Fee:		LOE:			
01/01/2011 To 06/30/2016							
This Action:							
Total:							
Work Plan / Cost Estimate Approvals							
Contractor WP Dated:		Cost/Fee:		LOE:			
Cumulative Approved:		Cost/Fee:		LOE:			
Work Assignment Manager Name Sandra Chew <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number 415-972-3335 FAX Number:	
Project Officer Name Robert Powell <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: 202-564-2108 FAX Number:	
Other Agency Official Name Julie Jordan <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: 415-947-4207 FAX Number:	
Contracting Official Name Brad Heath <div style="display: flex; justify-content: space-between;"> <div>  (Signature) </div> <div>12/31/2015 (Date)</div> </div>						Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:	

**PERFORMANCE WORK STATEMENT
CONTRACT EP-C-11-009
WORK ASSIGNMENT 5-67**

Title: Entry of Data into the Integrated Compliance Information System-NPDES (ICIS-NPDES) Technical Support

Work Assignment Contracting Officer's Representative (WACOR):

WACOR Name: Sandra Chew Phone: 415-972-3335 Fax: 415-947-3591 chew.sandra@epa.gov	<u>USPS Mailing Address</u> 75 Hawthorne Street San Francisco, CA 94105	<u>Courier Address</u> 75 Hawthorne Street San Francisco, CA 94105
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Alternate Work Contracting Officer's Representative (Alt-WACOR):

Alternate WACOR Julie Jordan Phone : 415-947-4207 Fax : 415-947-3583 jordan.julie@epa.gov	<u>USPS Mailing Address</u> 75 Hawthorne Street San Francisco, CA 94105	<u>Courier Address</u> 75 Hawthorne Street San Francisco, CA 94105
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Period of Performance: January 1, 2016 through June 30, 2016

Background:

The Federal Water Pollution Control Act of 1972 authorized efforts to restore and maintain the Nation's waters, including the creation of the National Pollutant Discharge Elimination System (NPDES) permit program to regulate and reduce the point source pollution. The NPDES permit program is designed to be implemented by States that receive authorization of program responsibilities. EPA Regions are responsible for implementing the NPDES permit program in non-delegated States and for federal and tribal dischargers in authorized States. EPA Headquarters maintains the Integrated Compliance Information System-NPDES (ICIS-NPDES) as the national database of record for the NPDES program, and all states with NPDES delegation are required to enter their NPDES permit-related data into ICIS-NPDES.

Although the State of California is authorized to operate the NPDES permit program, EPA Region 9 has historically provided technical support to the State permit data entry, and issue resolution with NPDES permittees. Since June 2008, contractor support has been utilized by EPA Region 9 to support the state's NPDES data requirements in ICIS-NPDES.

PURPOSE AND OBJECTIVE

During the period of performance the contractor, under this Work Assignment, will be required to provide technical support of California's NPDES permit program data in ICIS-NPDES and support EPA Region 9 and California data entry and reporting using the Permit Status Tracking System (PSTS), which the State and EPA Region 9 use to assist in tracking NPDES permitting activities.

The contractor will ensure compliance with Agency standards.

SCOPE OF WORK

TASK 1: Data Entry for NPDES Permits into ICIS-NPDES

The contractor shall support EPA Region 9 in entering NPDES permit data into ICIS-NPDES. The State Water Resources Control Board and nine Regional Water Quality Control Boards will send copies of recently issued NPDES permit actions, including reissued permits, rescissions, enforcement orders (including but not limited to, cease and desist orders, clean-up and abatement orders, time schedule orders, expedited payment letters, and administrative penalty complaints and orders), and inspection data directly to the contractor. The contractor shall enter all Water Enforcement National Data Base (WENDB) data that is available within the permit documentation, including, but not limited to, permit facility, permit tracking, permit limit, inspection, and measurement violation data. The contractor shall assume 25 (approximately 10%) major NPDES permits will be issued and provided for input to ICIS-NPDES. The contractor will code minor permits as they are reissued and/or made available.

The contractor shall also provide QNCR data support to California during the time period of the unofficial RNC Run, generally November, February, May, and August of each fiscal year. The contractor shall support the SWRCB with ICIS-NPDES database updates as needed for permits in a Non-Compliance status. The contractor shall make any required data updates to the ICIS-NPDES database as needed based on the information in the final QNCR. Prior to the approval of the final QNCR, the contractor shall review all updates and verify the compliance status for each permit reporting a SNC status.

Deliverables: The following presents the schedule for deliverables required under this task.

Deliverable Description	Delivery Date
NPDES permit number and application, public notice, permit issuance, effective, and expiration date entered into ICIS-NPDES	Within 3 days following receipt of application, public notice date information, or permit hard copy document from SWRCB, RWQCB, or the EPA CL-COR
Permit limits and monitoring requirements, and enforcement actions extracted and entered into ICIS-NPDES	Within 30 days following receipt of hard copy permit, amendment, modification or enforcement order from SWRCB, RWQCB, or the EPA CL-COR
Inspections	Within 7 days following receipt of data from Contracted inspector, SWRCB, RWQCB, or EPA

	CL-COR
Enforcement	Within 14 days following receipt of data from SWRCB, RWQCB, or EPA CL-COR

TASK 2: Support for Tracking NPDES Permit Issuance in PSTS

The Web-based NPDES Permit Status Tracking System (PSTS) was designed to assist in effectively managing NPDES permit issuance process in California. PSTS utilizes NPDES permit application, public notice, public comment period, permit issuance, permit effective, and permit expiration dates for all permittees. From this information PSTS will report schedules for permit reissuance, track permit reissuance progress (including interim milestones), and support estimates for permit issuance workloads and resources for future fiscal years. PSTS also allows for the automated development of summary tables and charts to assist in assessing compliance with the Memorandum of Understanding and Performance Partnership Agreement related to NPDES permit issuance.

Under this task, the contractor shall provide support in maintaining PSTS to assist work planning between the SWRCB and the nine Regional Water Boards. In particular, the contractor shall be required to extract relevant data and information from ICIS-NPDES subsequent to permit adoption (issuance). The types of information that must be extracted include:

- NPDES Permit Number, Permit Name, Facility Name
- NPDES application, public notice, permit issuance, effective, and expiration dates

The contractor shall follow the approach and procedures for providing support for tracking NPDES permit issuance that are currently used to support the NPDES program effort in California. The specific procedures and protocols were developed to ensure high quality data is maintained within PSTS. The specific approach to be followed is summarized briefly below:

- The contractor will receive hard copies of adopted Orders (NPDES individual, general and MS4 permits) from SWRCB and each of the nine RWQCBs. After receipt, the copies are dated and logged into a document control system. Electronic copies with electronic signature posted online by SWRCB and RWQCBs are acceptable as are hard copies with original signatures.
- After receipt from SWRCB or a Regional Water Board, the contractor shall enter the relevant (NPDES individual, general and MS4) permit information in the ICIS-NPDES database. Monthly, the contractor will extract the relevant permit information from the ICIS-NPDES database and update the PSTS data.
- The contractor shall collect from the SWRCB and/or RWQCB permit scheduling event dates including; planned issuance date, and public comments due date for entry to PSTS.

The contractor shall assume 60 NPDES permits (25 major and 35 minor) will be provided for data extraction.

Deliverables: The following presents the schedule for deliverables required under this task.

Deliverable Description	Delivery Date
Permit Summary Report of NPDES individual, MS4, and general permit with issuance scheduling status, updated with ICIS-NPDES event and state scheduling event dates.	Updated within first 7 days of each month
NPDES permit number, and application, public notice, permit issuance, effective, and expiration dates entered into ICIS-NPDES and synchronized with data in PSTS.	Within 3 days following receipt of application and public notice date information, or permit hard copy document from SWRCB, RWQCB, or the EPA CL-COR
Permit scheduling event dates for: planned issuance date and public comments due date for entry to PSTS.	Updated within first 7 days of month for the Permit Summary Report with information from SWRCB and/or RWQCB
Other Reports, data compilations, or data dumps from PSTS	To be established case-by-case basis by the EPA CL-COR based on the complexity of a given request.

TASK 3: Status Tracking

The contractor shall prepare and implement a system to track the status of activities. This tracking system shall contain at a minimum: permit/document received date, permit/document coding date, and an Email notification to EPA and SWRCB of coding completion. This tracking system will be made available to EPA Region 9, SWRCB and RWQCBs at all times during the performance of assigned tasks.

PERFORMANCE STANDARDS AND QUALITY MEASURES:

Data entry and data management shall be conducted in accordance with the procedures outlined in the 1985 PCS Quality Assurance Guidance Manual, and the December 28, 2007 ICIS Addendum to Appendix C of the PCS Policy Statement defining the minimum ICIS-NPDES data elements comparable to PCS WENDB and other system-required ICIS-NPDES data elements. The Contractor shall participate in ICIS database training made available by EPA, and follow EPA and ICIS information security guidance described in the *ICIS Rules of Behavior*.

Deliverables: The contractor shall reflect a thorough understanding of national and State statutes, regulations, court rulings, policy and guidance. Final deliverables shall be consistent with the acceptance criteria described above, and will reflect any comments from EPA. Additionally, all final deliverables shall be of superior editorial quality. The contractor shall provide quality assurance reporting as specifically identified by the EPA CL-COR.

CONTRACT SOW REFERENCE

See Contract SOW Page 2-4 of 9, Task 1-3, Entry of Data into the Integrated Compliance Information System-NPDES (ICIS-NPDES) Technical Support, WA 5-67

ANTICIPATED TRAVEL REQUIREMENTS

All travel shall be approved in advance by the project officer and shall be in accordance with the Contract.

ADDITIONAL REQUIREMENTS:

Office direct costs (ODCs) for copying, postage/courier, supplies, computer usage, and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contract-Level Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contract-Level Contracting Officer (CL-COR) and/or the Alternate Contract-Level Contracting Officer (Alternate CL-COR) by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the Contract-Level Contracting Officer (CL-COR).

CONTRACTOR IDENTIFICATION

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

CONTROL REQUIREMENTS

Quality Assurance Project Plan (QAPP):

Publishing on the NPDES website does not require a QAPP, since the people who generate the data are responsible for the data's quality, and it is their responsibility to develop a QAPP, if one is needed for their primary data uses. The contractor shall provide source references for data that is published on the website.

Organizational Conflict of Interest:

The Contractor shall warrant that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.

Notification of Conflicts of Interest Regarding Personnel:

The Contractor shall immediately notify the Contract-Level Contracting Officer (CL-COR) and/or the Alternate Contract-Level Contracting Officer (Alternate CL-COR) of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Project Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

Handling of Confidential Business Information (CBI)

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the Work Assignment Contracting Officer's Representative (WACOR).

Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the EPA WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The EPA WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

PERFORMANCE SURVEILLANCE PLAN			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
Management and Communications: During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.	<p>The Contractor shall maintain contact with the EPA WACOR throughout the performance of the work assignment.</p> <p>The contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document.</p> <p>The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	<p>EPA WACOR and CL-COR (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The EPA WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The EPA WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The EPA WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the CL-COR the late delivery.</p>	<p>If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the CPARS Contract Performance System.</p>
Cost Management and Control: The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks. The contractor</p>	<p>The EPA CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The EPA CL-COR and EPA WACOR shall review the Contractor's monthly progress</p>	<p>EPA will thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor will be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work assignment overrun that result in an overall cost</p>

	should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor shall provide an explanation in its Monthly Progress Report.	reports and request the WACOR to ensure that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the LOE provided under the work assignment.	overrun of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the CPARS Contract Performance System.
Quality of Product/Services: The contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The EPA WACOR will review all documents delivered under this work assignment for content accuracy.	If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor. Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the CPARS Contract Performance System.

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 5-67				
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:				
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Work Plan / Cost Estimate Approvals										
Contractor WP Dated:		Cost/Fee \$299,791.00		LOE: 2,865						
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PERFORMANCE WORK STATEMENT (PWS)
CONTRACT EP-C-11-009
WORK ASSIGNMENT 5-67
AMENDMENT 1

Title: Entry of Data into the Integrated Compliance Information System-NPDES (ICIS-NPDES)
Technical Support

Work Assignment Contracting Officer's Representative (WACOR):

WACOR Name: Sandra Chew Phone: 415-972-3335 Fax: 415-947-3591 chew.sandra@epa.gov	<u>USPS Mailing Address</u> 75 Hawthorne Street San Francisco, CA 94105	<u>Courier Address</u> 75 Hawthorne Street San Francisco, CA 94105
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Alternate Work Contracting Officer's Representative (Alt-WACOR):

Alternate WACOR Name: Julie Jordan Phone : 415-947-4207 Fax : 415-947-3583 jordan.julie@epa.gov	<u>USPS Mailing Address</u> 75 Hawthorne Street San Francisco, CA 94105	<u>Courier Address</u> 75 Hawthorne Street San Francisco, CA 94105
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Period of Performance: July 1, 2016 through October 31, 2016

Background:

The Federal Water Pollution Control Act of 1972 authorized efforts to restore and maintain the Nation's waters, including the creation of the National Pollutant Discharge Elimination System (NPDES) permit program to regulate and reduce the point source pollution. The NPDES permit program is designed to be implemented by States that receive authorization of program responsibilities. EPA Regions are responsible for implementing the NPDES permit program in non-delegated States and for federal and tribal dischargers in authorized States. EPA Headquarters maintains the Integrated Compliance Information System-NPDES (ICIS-NPDES) as the national database of record for the NPDES program, and all states with NPDES delegation are required to enter their NPDES permit-related data into ICIS-NPDES.

Although the State of California is authorized to operate the NPDES permit program, EPA Region 9 has historically provided technical support to the State permit data entry, and issue resolution with NPDES permittees. Since June 2008, contractor support has been utilized by EPA Region 9 to support the state's NPDES data requirements in ICIS-NPDES.

Purpose:

During the period of performance the contractor, under this work assignment, will be required to provide technical support of California's NPDES permit program data in ICIS-NPDES and support EPA Region 9 and California data entry and reporting using the Permit Status Tracking System (PSTS), which the State and EPA Region 9 use to assist in tracking NPDES permitting activities.

The contractor will ensure compliance with Agency standards.

Scope of Work:

The contractor shall carry out all tasks delineated below within the context of the NPDES permitting requirements of the Clean Water Act. The contractor shall perform all activities in a manner consistent with all federal data requirements safeguarding the relationship between the federal government and the State of California.

TASK 1: Data Entry for NPDES Permits into ICIS-NPDES

The contractor shall support EPA Region 9 in entering NPDES permit data into ICIS-NPDES. The State Water Resources Control Board and nine Regional Water Quality Control Boards will send copies of recently issued NPDES permit actions, including reissued permits, and rescissions, enforcement orders (including but not limited to, cease and desist orders, clean-up and abatement orders, time schedule orders, expedited payment letters, and administrative penalty complaints and orders), and inspection data directly to the contractor. The contractor shall enter all permitting data pertaining to Appendix A of the electronic rule that is available within the permit documentation, including, but not limited to, permit facility, permit tracking, and permit limit. The contractor shall assume 25 (approximately 10%) major NPDES permits will be issued and provided for input to ICIS-NPDES. The contractor will not be responsible for General Permits; however, will enter all basic permitting information.

EPA will supply the State Water Resource Control Board (SWRCB) and contractor with the Quarterly Non-Compliance Report (QNCR). The contractor shall review and provide QNCR data support to California during the time period of the unofficial Return to Non-Compliance (RNC) Run, generally November, February, May, and August of each fiscal year. The contractor shall support the State Water Resource Control Board (SWRCB) with ICIS-NPDES database updates as needed for permits in a Non-Compliance status. The contractor shall make any required data updates to the ICIS-NPDES database as needed based on the information in the final QNCR. Prior to the approval of the final QNCR, the contractor shall review all updates, provide suggestions to the State on complex permit issues listed on the QNCR and verify the compliance status for each permit reporting a Significant Non-Compliance (SNC) status.

Requirement	Standard	Acceptable Quality Level
The contractor shall collect all updated permit information, including reissued permits, rescissions, enforcement orders, inspections and modifications to the permit.	Data is received from nine California regional boards. The contractor shall review all data and research any discrepancies.	The contractor will thoroughly review the permit document within three days of receipt. All updates and corrections are to be made in ICIS NPDES.

The contractor shall enter and update permit limits as they are reissued and/or an amendment is required.	The contractor shall follow the permit coding as it is written in the permit. Clarification to any coding issues shall be researched.	Within 30 days, the contractor shall have reviewed and updated all required permit coding in ICIS-NPDES. For unclear information, the contractor is required to seek solutions and/or contact the permit writer.
The contractor shall review and provide suggestions on the Quarterly Non-Compliance Report (QNCR) and provide corrections on any Significant Non-compliance data	Contractor shall review all permits on the QNCR and suggest possible corrections and clear any possible violations.	The final report shall be acceptable by EPA.

Deliverables: The following presents the schedule for deliverables required under this task.

Deliverable Description	Delivery Date
NPDES permit number and application, public notice, permit issuance, effective, and expiration date entered into ICIS-NPDES	Within 3 days following receipt of application, public notice date information, or permit hard copy document from State Water Resource Control Board (SWRCB), Regional Water Quality Control Board (RWQCB), or the EPA COR
Permit limits and monitoring requirements, extracted and entered into ICIS-NPDES	Within 30 days following receipt of hard copy permit, amendment, modification or enforcement order from SWRCB, RWQCB, or the EPA COR
Inspections	Within 7 days following receipt of data from Contracted inspector, SWRCB, RWQCB, or EPA COR
Enforcement	Within 14 days following receipt of data from SWRCB, RWQCB, or EPA COR

TASK 2: Support for Tracking NPDES Permit Issuance in Permit Status Tracking System (PSTS)

The Web-based NPDES Permit Status Tracking System (PSTS) was designed to assist in effectively managing NPDES permit issuance process in California. PSTS utilizes NPDES permit application, public notice, public comment period, permit issuance, permit effective, and permit expiration dates for all permittees. From this information PSTS will report schedules for permit reissuance, track permit reissuance progress (including interim milestones), and support estimates for permit issuance workloads and resources for future fiscal years. The system will provide automated summary tables and charts to assist in providing updates to NPDES permit issuances.

Under this task, the contractor shall provide support in maintaining PSTS to assist work planning between the SWRCB and the nine Regional Water Boards. In particular, the contractor shall be required to extract relevant data and information from ICIS-NPDES subsequent to permit adoption (issuance). The types of information that must be extracted include:

- NPDES Permit Number, Permit Name, Facility Name
- NPDES application, public notice, permit issuance, effective, and expiration dates

The contractor shall follow the approach and procedures for providing support for tracking NPDES permit issuance that are currently used to support the NPDES program effort in California. The specific procedures and protocols were developed to ensure high quality data is maintained within PSTS. The specific approach to be followed is summarized briefly below:

- The contractor will receive hard copies of adopted Orders (NPDES individual, general and MS4 permits) from SWRCB and each of the nine RWQCBs. After receipt, the contractor shall ensure all copies are dated and logged into a document control system. Electronic copies with electronic signature posted online by SWRCB and RWQCBs are acceptable as are hard copies with original signatures.
- After receipt from SWRCB or a Regional Water Board, the contractor shall enter the relevant (NPDES individual, general and MS4) permit information in the ICIS-NPDES database. Monthly, the contractor shall extract the relevant permit information from the ICIS-NPDES database and update the PSTS data.
- The contractor shall collect from the SWRCB and/or RWQCB permit scheduling event dates including; planned issuance date, and public comments due date for entry to PSTS.

The contractor shall assume 50 NPDES permits (25 major and 25 minor) will be provided for data extraction.

Requirement	Standard	Acceptable Quality Level
The contractor shall maintain the Permit Status Tracking System (PSTS) by entering updated information for all planned permits.	Contractor shall utilize NPDES permit application, public notice, public comment period, permit issuance, permit effective, and permit expiration dates for all permittees.	The PSTS shall include 100% of data provide to the contractor including report schedules for permit reissuance, track permit reissuance progress and support estimates for permit issuance workloads and resources for future fiscal years.

Deliverables: The following presents the schedule for deliverables required under this task.

Deliverable Description	Delivery Date
Permit Summary Report of NPDES individual, MS4, and general permit with issuance scheduling status, updated with ICIS-NPDES event and state scheduling event dates.	Updated within first 7 days of each month
NPDES permit number, and application, public notice, permit issuance, effective, and expiration dates entered into ICIS-NPDES and synchronized with data in PSTS.	Within 3 days following receipt of application and public notice date information, or permit hard copy document from SWRCB, RWQCB, or the EPA COR
Permit scheduling event dates for: planned issuance date and public comments due date for entry to PSTS.	Updated within first 7 days of month for the Permit Summary Report with information from SWRCB and/or RWQCB

TASK 3: Status Tracking

The contractor shall prepare and implement a system to track the status of activities. This tracking system shall contain at a minimum: permit/document received date, permit/document coding date, and an Email notification to EPA and SWRCB of coding completion. This tracking system will be made available to EPA Region 9, SWRCB and RWQCBs at all times during the performance of assigned tasks.

Requirement	Standard	Acceptable Quality Level
The contractor shall maintain the Status Tracking to stay on top of all permit activities.	Contractor shall update tracking system as new activities are documented. Contractor shall provide report on tracking system as requested by the COR.	All Status Tracking Reports submitted to the COR shall include the most current information for all minimum requirements.

Deliverables: This task is based upon request.

Deliverable Description	Delivery Date
Status Tracking Report	Within 3 days of the COR request.

Performance Standards and Quality Measures:

Data entry and data management shall be conducted in accordance with the procedures outlined in the 1992 Permit Compliance System (PCS) Quality Assurance Guidance Manual, and follow the 2015 Final NPDES electronic reporting rule and Appendix A of the 40 CFR 127 electronic rule. The contractor shall also follow EPA and ICIS information security guidance described in the *ICIS Rules of Behavior*.
<https://www.epa.gov/compliance/permit-compliance-system-pcs-quality-assurance-guidance-manual>
<https://www.epa.gov/compliance/final-national-pollutant-discharge-elimination-system-npdes-electronic-reporting-rule>

Deliverables: The contractor shall reflect a thorough understanding of national and State statutes, regulations, court rulings, policy and guidance. Final deliverables shall be consistent with the acceptance criteria described above, and will reflect any comments from EPA. Additionally, all final deliverables shall be of superior editorial quality. The contractor shall provide quality assurance reporting as by the EPA COR.

Additional Requirements:

The contractor shall contact the COR and/or the Alternate Contracting Officer (Alternate COR) by telephone to discuss any problems that may adversely affect the work on this work assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the Contract-Level Contracting Officer (COR).

Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this work assignment may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or work assignment, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor

personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Project Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

Handling of Confidential Business Information (CBI)

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the Work assignment Contracting Officer's Representative (COR).

Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

PERFORMANCE SURVEILLANCE PLAN

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<p>Management and Communications:</p> <p>During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.</p>	<p>The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment.</p> <p>The contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document.</p> <p>The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	<p>WACOR and Contract-Level Contracting Officer's Representative (CL-COR) (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.</p>	<p>If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the CPARS Contract Performance System.</p>
<p>Cost Management and Control:</p> <p>The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.</p>	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks. The contractor should not exceed established work assignment ceilings and,</p>	<p>The EPA CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The EPA CL-COR and EPA Work Assignment Contracting officer's Representative (WACOR) shall review the Contractor's monthly progress</p>	<p>EPA will thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor will be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work assignment overrun that result in an overall cost overrun of greater than 4% of the approved total work assignment funding for the current contract period, will</p>

	in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor shall provide an explanation in its Monthly Progress Report.	reports and request the Work Assignment Managers to ensure that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the LOE provided under the work assignment.	result in an unsatisfactory rating in the CPARS Contract Performance System.
Quality of Product/Services: The contractor shall ensure documents developed under this work assignment are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The WACOR will review all documents delivered under this work assignment for content accuracy.	If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor. Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the CPARS Contract Performance System.

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 5-67	
						<input type="checkbox"/> Other <input checked="" type="checkbox"/> Amendment Number: 000001	
Contract Number EP-C-11-009		Contract Period 01/01/2011 To 10/31/2016 Base Option Period Number 5		Title of Work Assignment/SF Site Name ICIS NPDES Technical Support			
Contractor TETRA TECH, INC.				Specify Section and paragraph of Contract SOW See PWS			
Purpose: <input type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input checked="" type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input checked="" type="checkbox"/> Work Plan Approval				Period of Performance From 07/01/2016 To 10/31/2016			
Comments: This Work Plan Approval incorporates Amendment 1 and is fully funded.							
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund							
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A. (Max 2)							
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars) (Cents) Site/Project (Max 8) Cost Org/Code
1							
2							
3							
4							
5							
Authorized Work Assignment Ceiling							
Contract Period:		Cost/Fee: \$299,791.00		LOE: 2865			
01/01/2011 To 10/31/2016							
This Action:		\$189,969.00		1,660			
Total:		\$489,760.00		4,525			
Work Plan / Cost Estimate Approvals							
Contractor WP Dated: 08/19/2016		Cost/Fee \$189,969.00		LOE: 1,660			
Cumulative Approved:		Cost/Fee \$489,760.00		LOE: 4,525			
Work Assignment Manager Name Sandra Chew <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code:	
						Phone Number: 415-972-3335	
						FAX Number:	
Project Officer Name Robin Danesi <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code:	
						Phone Number: 202-564-1846	
						FAX Number:	
Other Agency Official Name <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code:	
						Phone Number:	
						FAX Number:	
Contracting Official Name Brad Heath <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code:	
						Phone Number: 513-487-2352	
						FAX Number:	

Work Assignment Form. (WebForms v1.0)

**PERFORMANCE WORK STATEMENT
CONTRACT EP-C-11-009
WORK ASSIGNMENT 5-69**

TITLE: Implementation of a Memorandum of Understanding on Decentralized Wastewater Treatment Systems

WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):

Maureen Pepper, U.S. EPA (Mail Code 4204M)
1200 Pennsylvania Avenue, NW
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Phone: 202-564-1162
Fax: 202-501-2397
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ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (ALTERNATE WACOR):

Gajindar Singh, U.S. EPA (Mail Code 4204M)
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Washington, DC 20460
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E-Mail: singh.gajindar@epa.gov

PERIOD OF PERFORMANCE: January 1, 2016 through June 30, 2016

BACKGROUND:

Communities across the U.S., large and small, rural and urban, face significant water quality and public health problems from onsite/decentralized wastewater systems (commonly called septic systems). One of the greatest challenges that small and rural communities face is the improper operation and maintenance of septic systems, leading to system malfunctions. In 1996, EPA published a "*Response to Congress on the Use of Decentralized Wastewater Treatments Systems*." EPA concluded that these systems can provide protection of the environment and public health at lower costs and are suitable for differing site conditions and ecologically sensitive areas. Several major impediments were observed for improving the system's acceptance, such as lack of awareness and public misperception of decentralized systems. Nearly 25 percent of U.S. households and almost 33 percent of new housing development are served by decentralized systems. Approximately four billion gallons of wastewater are treated and discharged daily by these systems. More than half of the existing systems are more than 30 years old, and states indicate that at least 10 percent and up to 25 percent, are not working at any given

time. Population is increasing and shifting geographically in areas that are least prepared to meet the demand. Protecting and preserving the nation's water infrastructure is critical to our economic future and human health. Decentralized wastewater systems can be protective of public health and water quality if they are properly planned, sited, designed, installed and maintained.

EPA issued a Program Strategy for the Decentralized Wastewater Program on January 12, 2005 for improving the performance of decentralized wastewater treatment systems. This strategy identifies EPA's vision, mission and actions to improve the performance of decentralized wastewater treatment systems. One of the components of the Program Strategy is a Memorandum of Understanding (MOU) between EPA and organizations involved in managing decentralized wastewater systems. The MOU is intended to upgrade the professionalism within the industry and facilitate collaboration between EPA Headquarters, EPA Regions, state and local governments, and national organizations representing practitioners in this area, leading towards efforts to improve system performance.

The original MOU was signed on January 12, 2005 with eight (8) partner organizations. The MOU was renewed in November 2008 which included six (6) additional organizations. It was renewed yet again in November 2011 which included two (2) additional organizations; the MOU gained its first federal partner and brought the total number of Partners to 16. The original MOU focused on strengthening the relationship between the organizations and initiating collaborative efforts aimed at improving the credibility and professionalism within the industry. The purpose of this renewed MOU is to continue and expand the ongoing collaborative relationships and to add organizations which focus on state regulatory programs and decentralized wastewater research.

The contractor must be experienced in facilitating groups to accelerate the adoption and promotion of results-oriented actions through building agreements on high-level goals, guiding principles, and overarching strategy. The contractor shall have expertise in creating an even-handed and transparent process that holds parties to an Agreement with meaningful principles and strategies that will lead to action. The contractor will utilize and implement products developed by the previous contractor. The contractor shall also coordinate with another EPA contractor focused on outreach and marketing to assist with implementing EPA's public awareness strategy using the partner organizations' outreach networks. In addition, the contractor shall also provide expertise in decentralized wastewater management issues and technologies.

For all tasks, the contractor will provide all source files and content to EPA with final deliverables. For each of the following tasks the contractor will be responsible for coordinating with other contractors supporting the decentralized program as necessary. The contractor may also be asked to coordinate certain activities with other EPA offices or other organizations outside of the EPA. In any of these instances the contractor should be certain to communicate that they are working as a contractor to the EPA's Office of Water. The contractor must be familiar with EPA's Office of Public Affairs (OPA) guidelines, standards, best practices, technical requirements for website design and

publications and all deliverables should comply. OPA's guidelines can be found at: <http://yosemite.epa.gov/OEI/webguide.nsf/homepage>

OBJECTIVE

The focus of this task order is to support implementation of a memorandum of understanding (MOU) with partner organizations involved in managing decentralized wastewater systems (commonly referred to as septic systems) to facilitate collaboration and effective communication between EPA and its partners in support of the goals of EPA's 2005 Decentralized Program Strategy.

TASKS

Task 1 - Hold Kick-Off Meeting

The contractor shall meet with the Task Order COR and other OWM project personnel to discuss goals to accomplish the task order. EPA will provide material at this meeting on the Decentralized Program and the partner organizations involved in the MOU. The contractor shall bring all key personnel who shall participate in the project to this meeting at EPA headquarters, within five (5) business days after the task order is issued. The contractor will incorporate meeting discussions into a meeting summary which shall include milestones, target dates, and deliverables within ten (10) business days after the meeting.

Deliverables and Milestones: A final meeting summary fifteen (15) days after Task Order approval

Task 2 – Support the Activities of the MOU Partnership

To support the ongoing implementation of the MOU partnership, the contractor shall provide support that includes, but not limited to:

Meeting and Conference Calls – The contractor shall attend and conduct bi-monthly conference calls of the full Decentralized MOU Partnership which includes developing agendas based on partner input, facilitating discussions during the meeting, developing and distributing meeting minutes, and keeping partner representatives engaged.

Product Development – The contractor shall support the development of 2-4 products which may include but are not limited to fact sheets, position papers, articles, etc.) by drafting material and obtaining comments on draft documents.

Webcasts Series – The contractor shall support the development, scheduling, and presentation of a maximum of 4 webcasts and related materials to be determined by the partners.

Conference Support - The contractor shall support the Partners' conferences by maintaining a schedule/calendar, manage the MOU Partnership and EPA Decentralized

Program display booth to go to appropriate conferences/workshops, coordinating partner attendance to ensure staffing of the booth and providing print materials.

Strategic Plan – The contractor shall develop a strategic plan, based on Partner input, as a result of the MOU Partners’ meeting in November 2014 that will guide the efforts of the partnership through the renewal of the agreement, 2014-2017.

Workgroups - The contractor shall support the workgroups (3) that form to complete tasks/projects the Partners determine they want to undertake as a result of the MOU Renewal and Strategic Planning held in November 2014. The contractor shall also coordinate with the lead person for each activity to ensure satisfactory progress in completing the agreed upon activities.

SepticSmart – The contractor shall support the planning, marketing, and development preparations of outreach materials (4-6), including graphics, for the SepticSmart program and SepticSmart Week, September 26-30, 2016. These materials must be made 508-compliant. Materials include, but not limited to, brochures, factsheets, user guides, PSAs, articles, curriculum, etc. EPA will provide the expert content to be included in the materials.

The contractor will support the task groups in conducting the work specific to each task.

In consultation with the EPA WACOR, the contractor shall contact key MOU partners to discuss the technical or substantive issues involved in preparing for the MOU or Work Group meetings, timing, schedule, and other parties potentially involved. The contractor may distribute background information provided by the WACOR on the issues or process.

The contractor shall meet with the EPA Contract-Level Contracting Officer’s Representative (CL-COR and WACOR to discuss substantive and procedural and process design issues and continue to define potentially involved interests and parties.

Annual Progress Report – The contractor shall facilitate development of an end of year report on the progress made through the MOU partnership during the year.

Deliverables and Milestones: Two drafts and one final shall be developed with input from all partners of each of the developed products referred to above, webcast(s) materials, slide presentations, and progress report.

Travel

Most travel will be local. It is expected there will be travel expenses for 1-2, one day partner meetings in Washington, D.C. The contractor shall attend and participate in up to two (2) conferences and training events sponsored by the partner organizations.

Performance Standards and Quality Measures

Tasks are to be evaluated in accordance with the Quality Assurance Surveillance Plan and Quality Management Plan identified in the Blanket Purchase Agreement.

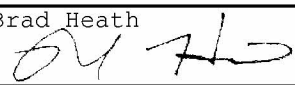
Conference/Meeting Guidelines and Limitations

The Contractor shall immediately alert the EPA WACOR/Alternate WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The EPA WACOR/Alternate WACOR will then prepare approval internal paperwork for the event and will advise the Contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 5-69			
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:			
Contract Number EP-C-11-009		Contract Period 01/01/2011 To 06/30/2016 Base Option Period Number 5		Title of Work Assignment/SF Site Name MOU on Decentralized					
Contractor TETRA TECH, INC.				Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input checked="" type="checkbox"/> Work Plan Approval				Period of Performance From 01/01/2016 To 06/30/2016					
Comments:									
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund									
Note: To report additional accounting and appropriations data use EPA Form 1900-69A.									
SFO <input type="checkbox"/> (Max 2)									
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars) (Cents)	Site/Project (Max 8)	Cost Org/Code
1									
2									
3									
4									
5									
Authorized Work Assignment Ceiling									
Contract Period:		Cost/Fee: \$0.00		LOE: 0					
01/01/2011 To 06/30/2016									
This Action:		\$45,013.00		278					
Total:		\$45,013.00		278					
Work Plan / Cost Estimate Approvals									
Contractor WP Dated: 01/20/2016		Cost/Fee \$45,013.00		LOE: 278					
Cumulative Approved:		Cost/Fee \$45,013.00		LOE: 278					
Work Assignment Manager Name Maureen Pepper <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> (Signature) (Date) </div>						Branch/Mail Code: Phone Number: 208-378-5626 FAX Number:			
Project Officer Name Robert Powell <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> (Signature) (Date) </div>						Branch/Mail Code: Phone Number: 202-564-2108 FAX Number:			
Other Agency Official Name <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> (Signature) (Date) </div>						Branch/Mail Code: Phone Number: FAX Number:			
Contracting Official Name Brad Heath <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> (Signature) (Date) </div>						Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:			

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <h1 style="margin: 0;">EPA</h1> </div> <div style="text-align: center;"> United States Environmental Protection Agency Washington, DC 20460 </div> </div> <h2 style="text-align: center; margin-top: 10px;">Work Assignment</h2>		Work Assignment Number 5-69								
		<input type="checkbox"/> Other <input checked="" type="checkbox"/> Amendment Number: 000001								
Contract Number EP-C-11-009	Contract Period 01/01/2011 To 06/30/2016 Base Option Period Number 5	Title of Work Assignment/SF Site Name MOU on Decentralized								
Contractor TETRA TECH, INC.		Specify Section and paragraph of Contract SOW See PWS								
Purpose: <input type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input checked="" type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval		Period of Performance From 03/30/2016 To 06/30/2016								
Comments: The purpose of this Amendment 1 is to change the WACOR to Heidi Faller (Phone: 202-566-1089; E-mail: faller.heidi@epa.gov) .										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A. (Max 2)										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1								+		
2								+		
3								+		
4								+		
5								+		
Authorized Work Assignment Ceiling										
Contract Period: 01/01/2011 To 06/30/2016		Cost/Fee:				LOE:				
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:				Cost/Fee			LOE:			
Cumulative Approved:				Cost/Fee			LOE:			
Work Assignment Manager Name Heidi Faller <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Branch/Mail Code:			
							Phone Number: 202-566-1089			
Project Officer Name Robert Powell <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							FAX Number:			
							Branch/Mail Code:			
Other Agency Official Name <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Phone Number:			
							FAX Number:			
Contracting Official Name Brad Heath <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Branch/Mail Code:			
							Phone Number: 513-487-2352			
							FAX Number:			
							Branch/Mail Code:			
							Phone Number:			
							FAX Number:			

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment		Work Assignment Number 5-69								
		<input type="checkbox"/> Other <input checked="" type="checkbox"/> Amendment Number: 000002								
Contract Number EP-C-11-009	Contract Period 01/01/2011 To 12/31/2016 Base Option Period Number 5	Title of Work Assignment/SF Site Name MOU on Decentralized								
Contractor TETRA TECH, INC.		Specify Section and paragraph of Contract SOW See PWS								
Purpose: <input type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input checked="" type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval		Period of Performance From 07/01/2016 To 10/31/2016								
Comments: The purpose of this Amendment 2 is to extend the work assignment period of performance through October 31, 2016.										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> (Max 2) Note: To report additional accounting and appropriations data use EPA Form 1900-69A.										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
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Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:		LOE:						
01/01/2011 To 12/31/2016										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:				Cost/Fee				LOE:		
Cumulative Approved:				Cost/Fee				LOE:		
Work Assignment Manager Name Heidi Faller							Branch/Mail Code:			
_____ (Signature)							_____ (Date)			
Project Officer Name Robin Danesi							Phone Number: 202-566-1089			
_____ (Signature)							_____ (Date)			
Other Agency Official Name							FAX Number:			
_____ (Signature)							_____ (Date)			
Contracting Official Name Brad Heath							Branch/Mail Code:			
_____ (Signature)							12/8/2016 (Date)			
							Phone Number: 513-487-2352			
							FAX Number:			

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 5-70				
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:				
Contract Number EP-C-11-009			Contract Period 01/01/2011 To 06/30/2016 Base Option Period Number 5			Title of Work Assignment/SF Site Name Support for CWSRF				
Contractor TETRA TECH, INC.					Specify Section and paragraph of Contract SOW 3.10					
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance From 01/01/2016 To 06/30/2016				
Comments: Work shall not commence on this Work Assignment until January 1, 2016.										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
Note: To report additional accounting and appropriations data use EPA Form 1900-69A.										
SFO (Max 2) <input type="checkbox"/>										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code (Max 7)
1										
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5										
Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:				LOE:				
01/01/2011 To 06/30/2016										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:				Cost/Fee:			LOE:			
Cumulative Approved:				Cost/Fee:			LOE:			
Work Assignment Manager Name Karen Fligger <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number 202-564-2992 FAX Number:			
Project Officer Name Robert Powell <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: 202-564-2108 FAX Number:			
Other Agency Official Name <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>							Branch/Mail Code: Phone Number: FAX Number:			
Contracting Official Name Brad Heath <div style="display: flex; justify-content: space-between;"> <div>  _____ (Signature) </div> <div>12/31/2015 _____ (Date)</div> </div>							Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:			

**PERFORMANCE WORK STATEMENT
CONTRACT EP-C-11-009
WORK ASSIGNMENT 5-70**

TITLE: Support for the CWSRF Allotment Report

WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):

Karen Fligger Phone: (202) 564-2992 Fax (202) 501-2397 Fligger.karen@epa.gov	<u>USPS Mailing Address</u> Municipal Support Division 1200 Pennsylvania Ave., NW Mail Code 4204M Washington, DC 20460	<u>Courier Address</u> EPA West Building 1301 Constitution Ave., NW Room 6210KK Washington, DC 20004
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PERIOD OF PERFORMANCE: January 1, 2016 through June 30, 2016

BACKGROUND:

EPA is required by Water Resources Reform and Development act, sec. 5005. Report on the allotment of funds (passed on June 10, 2014) to develop a report to determine whether that formula adequately addresses the water quality needs of eligible States, territories, and Indian tribes, and include any recommendations for changing the allotment formula.

This work assignment is to provide technical and administrative contract support to complete the Clean Water State Revolving Fund (CWSRF) Allotment Formula Report to Congress. The contractor shall provide technical support to EPA under the task described below.

The requirements include the collection of secondary environmental measurements; therefore, a Quality Assurance Project Plan (QAPP) is required. The QAPP submitted and approved under Contract No. EP-C-08-004, Task Order No. 65 is applicable for this Work Assignment and does not need to be resubmitted.

TASKS:

Task 1. Support the completion of the *Review of the Allotment of the Clean Water State Revolving Fund (CWSRF) Report to Congress*

The contractor shall support the development of this report including:

- Update the CWSRF Allotment Model (developed for EPA under contract EP-C-11-009, work assignment 4-34) for calculating the allotment to add or delete data elements and/or remove or add functionality. This may include identifying data sources.
- Support development additional analysis and tables, charts, and maps to clearly convey data in the report.

- Following OMB’s approval, providing final, professionally edited versions of the report in the following formats:
 - Microsoft Word
 - 508 compliant PDF
 - A print ready file.
- Provide support and analysis to respond to inquiries from Congress, states, and the general public following the release of the report.

EPA anticipates that report will be 10-15 pages long plus 3-5 appendices.

Task 1 Deliverables:

1. Updated model within 5 business days of written direction from EPA.
2. Completed tables, charts, and maps to convey data within 5 business days of written direction from EPA
3. Professionally edited Report in Microsoft Word, 508-compliant PDF, and professional publication software formats within 10 business days of receiving written direction from EPA.
4. Responses to inquiries with 5 business days of written direction from EPA

SCHEDULE OF BENCHMARKS & DELIVERABLES:

Task	Deliverable	Final Date
Task 1	Updated model	Within 5 business days of written direction from EPA
Task 1	Completed tables, charts, and maps to convey data	Within 5 business days of written direction from EPA
Task 1	Professionally edited Report in Microsoft Word, 508-compliant PDF, and professional publication software formats	Within 10 business days of written direction from EPA
Task 1	Responses to inquiries	Within 5 business days of written direction from EPA

REPORTING

All documentation and reporting under this Task Order shall be in compliance with contract requirements. See contract clause F.2, F.3, and J.2 “List of Attachments, Number 2 - Reports of Work”.

TRAVEL

All travel under this Task Order shall be in compliance with contract requirements. See contract clause H.23

CONTRACTOR IDENTIFICATION

Contractor personnel shall always identify themselves as Contractor employees by name and organization and physically display that information through an identification badge. Contractor personnel are prohibited from acting as the Agency's official representative.

The Contractor shall refer any questions relating to the interpretation of EPA policy, guidance, or regulation to the WACOR.

CONFERENCE/MEETING GUIDELINES AND LIMITATIONS

The contractor shall immediately alert the EPA WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The EPA WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

QUALITY ASSURANCE SURVEILLANCE PLAN

The following performance measures will apply to work under this work assignment

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
Management and Communications: During the performance of the Contract, the Contractor shall immediately inform EPA of any issue that may potentially impact project schedules or cost.	<p>The Contractor shall maintain contact with contract managers (EPA CO, CL-COR and WACOR) throughout the performance of the contract and identify any issues or concerns to the appropriate EPA contract manager prior to occurrence. In cases where issues have a direct impact on project schedules and cost, the contractor shall provide options for EPA's consideration on resolving or mitigating the impacts.</p>	<p>EPA contract managers will allocate the time needed to discuss and address all issues identified by the Contractor. Each EPA contract manager will document and maintain a complete record of the issues, agreements and outcome. All EPA contract managers will review monthly progress reports for indicators of communications problems and will bring issues to the Contractor's immediate attention.</p>	<p>Any issues that impact project schedules and cost that are not brought to the attention of the appropriate EPA contract manager before occurrence will be unsatisfactory. Two or more incidents during any contract option period will be reported as unsatisfactory performance in the NIH Performance Evaluation System.</p>
Cost Management and Control: The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate time keeping.</p>	<p>The EPA CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures. The CL-COR shall review the Contractor's monthly progress reports and request the WACOR's verification of expenditures and technical progress before authorizing invoice payments.</p> <p>The EPA WACOR will maintain regular contact with the Contractor's designated work assignment manager /project manager to discuss work assignment progress and expenditure. The WACOR will review the Contractor's monthly progress report and invoice and provide feedback to the CL-COR on payment.</p>	<p>An overrun that exceeds 4% of the total contract obligation that is the direct result of the Contractor's failure to manage and control cost will result in an unsatisfactory rating being reported to the NIH Performance System.</p>
Technical Analyses: The Contractor shall collect and analyze data in support of the Agency decision-making.	<p>The analyses conducted by the contractor shall be factual and defensible and based on sound science and engineering. All data shall be collected from reputable sources and quality assurance measures shall be conducted in accordance with agency requirements and any additional requirements outlined in individual work assignments. Any work requiring the contractor provided options or recommendations shall include the rationale use in selecting the option/recommendation and all other options considered.</p>	<p>The appropriate Contract Managers will review all analyses conducted by the Contractor and will independently consider the merit. EPA may opt to peer review analyses to further validate merit.</p>	<p>All analyses conducted for EPA by the Contractor must be factual and based on sound science and engineering. If after reviewing the Contractor's analysis, EPA determines that the content is not factual, legally defensible or based on sound science and engineering, The Contractor's performance will be reported as unsatisfactory in the NIH Contractor Performance System.</p>

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 5-70				
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:				
Contract Number EP-C-11-009			Contract Period 01/01/2011 To 06/30/2016 Base Option Period Number 5			Title of Work Assignment/SF Site Name Support for CWSRF				
Contractor TETRA TECH, INC.						Specify Section and paragraph of Contract SOW See PWS				
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input checked="" type="checkbox"/> Work Plan Approval						Period of Performance From 01/01/2016 To 06/30/2016				
Comments:										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
Note: To report additional accounting and appropriations data use EPA Form 1900-69A.										
SFO <input type="checkbox"/> (Max 2)										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
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Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee: \$0.00		LOE: 0						
01/01/2011 To 06/30/2016										
This Action:		\$19,990.00		170						
Total:		\$19,990.00		170						
Work Plan / Cost Estimate Approvals										
Contractor WP Dated: 01/20/2016		Cost/Fee \$19,990.00		LOE: 170						
Cumulative Approved:		Cost/Fee \$19,990.00		LOE: 170						
Work Assignment Manager Name Karen Fligger <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: 202-564-2992 FAX Number:				
Project Officer Name Robert Powell <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: 202-564-2108 FAX Number:				
Other Agency Official Name <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: FAX Number:				
Contracting Official Name Brad Heath <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:				

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment		Work Assignment Number 5-71								
		<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:								
Contract Number EP-C-11-009	Contract Period 01/01/2011 To 06/30/2016 Base Option Period Number 5	Title of Work Assignment/SF Site Name Technical Support for Region 9								
Contractor TETRA TECH, INC.		Specify Section and paragraph of Contract SOW See PWS								
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval		Period of Performance From 02/26/2016 To 06/30/2016								
Comments:										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations data use EPA Form 1900-69A.										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
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Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:		LOE:						
01/01/2011 To 06/30/2016										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:				Cost/Fee				LOE:		
Cumulative Approved:				Cost/Fee				LOE:		
Work Assignment Manager Name Pascal Mues							Branch/Mail Code:			
_____ (Signature)							_____ (Date)			
Project Officer Name Robert Powell							Phone Number: 415-972-3768			
_____ (Signature)							_____ (Date)			
Other Agency Official Name							FAX Number:			
_____ (Signature)							_____ (Date)			
Contracting Official Name Brad Heath							Branch/Mail Code:			
_____ (Signature)							_____ (Date)			
2/26/2016							Phone Number: 513-487-2352			
_____ (Signature)							_____ (Date)			
							FAX Number:			

**Performance Work Statement
Contract EP-C-11-009
Work Assignment 5-71**

Title: Technical Support for Region 9 Toxicity Statistical Methods Analysis

Work Assignment Contracting Officer's Representative (WACOR):

Pascal Mues
EPA Region 9 (WTR-2-3)
75 Hawthorne Street
San Francisco, CA 94105
Phone: 415-972-3768
E-mail: mues.pascal@epa.gov

Alternate Work Assignment Contracting Officer's Representative (AWACOR):

Peter Kozelka
EPA Region 9 (WTR-2-3)
75 Hawthorne Street
San Francisco, CA 94105
Phone: 415-972-3448
E-mail: kozelka.peter@epa.gov

Period of Performance: February 26, 2016 through June 30, 2016

Purpose

The contractor shall provide technical support for EPA Region 9's efforts to encourage and promote the use of whole effluent toxicity data and statistical analysis for the NPDES program, including the pretreatment program. More directly, this work will provide technical assistance to the State and Regional Water Boards in order to answer questions about toxicity testing analytical methods and facilitate the implementation of the proposed Toxicity Amendment to the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California. Under the first task, the contractor will conduct analysis of toxicity test results to determine the statistical error rates and laboratory performance. Under the second task the contractor shall assist the California State Water Resources Control Board by providing a technical evaluation of the proposed implementation language for the state toxicity plan and assist in responding to the technical elements of public comments on the plan. Under the third task the contractor will assist in the development of presentation materials and present at a 1 day statistical toxicity testing workshop being planned by the State of California. The contractor will prepare outreach materials to be provided to assist toxicity testing laboratories participating in the workshop with data analysis. These training and outreach materials will be of particular interest for assisting end users to make informed decisions for pretreatment program design, NPDES permit design and receiving water monitoring programs to be used in the States 303(d)

evaluations.

Background Information

NPDES permits and, in some cases, pretreatment dischargers, often require discharging facilities to conduct toxicity testing and use statistical analysis, such as the Test of Significant Toxicity (TST) statistical approach to determine compliance with permit discharge limitations.

The EPA has developed a statistical approach that assesses the toxicity effects of wastewater, storm water and receiving water to determine whether specific test species (USEPA 2002a, 2002b) have a reduced ability to survive, grow, and reproduce. The statistical approach called the Test of Significant Toxicity (TST) is based on Agency funded research and has undergone peer-review ((Denton et al., 2011; Diamond et al., 2011; Zheng et al., 2013; and Diamond et al., 2013). Using the TST approach, permitting authorities will have more confidence when making NPDES determinations as to whether a permittee's effluent discharge is toxic or non-toxic. Use of the TST approach does not result in any changes to EPA's WET test methods; however, a facility might desire to modify its future WET tests by increasing the number of replicates over the minimum required (USEPA 1995, 2002a, 2002b, 2002c) by the approved EPA WET test method to increase test power, which is the probability of declaring an effluent *non-toxic* if the organism response at the IWC is truly acceptable. If WET tests have already been performed, the WET data generated cannot be modified to increase the number of test replicates because the TST analysis is done on valid WET data generated within a single WET test series.

However, since this approach has been used over the past few years in California permits, there have been questions about the approach and the comparison to the other EPA statistical approaches, such as the No Observed Effect Concentration (NOEC) and point estimate techniques. So, additional data analysis, outreach materials and training are needed to further implement this approach.

Description of Tasks/Scope of Work

This project builds upon the existing California-specific test drive analysis (Diamond et al., 2013) and training materials. Three primary tasks are being proposed. The first requires the contractor to complete technical statistical analysis of toxicity test data to evaluate the TST and its relationship with multiple concentration monitoring design, including evaluation of summary statistical results of means, standard deviations tables and plots, (see Task 1). The second task entails providing technical expertise to the State through writing a technical evaluation of the toxicity plan language, based on data collected in Task 1, and assisting with state preparation of responses to public comments on the toxicity plan where those comments relate to technical elements of the plan. The third task requires preparation of outreach and presentation materials to be given at a stakeholder one-day workshop (see Task 3).

Task 0: Work Assignment Management

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from EPA's Work Assignment COR (WACOR) and/or Alternative WACOR for all ongoing tasks. Regularly scheduled bi-weekly conference calls and

in-person meetings, as needed, will be coordinated between EPA's WACOR and the contractor to discuss the work assignment and progress of tasks. In addition, the contractor shall provide a monthly progress report that includes implementation plan(s); issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities, as requested.

Deliverables: The contractor shall provide a monthly progress report that will include progress on the items and deliverables described in each of the tasks below. The contractor shall report any complications or delays to the EPA WACOR at the earliest practicable opportunity and strive to resolve such issues promptly. The contractor shall maintain a cumulative list of all technical directives. The contractor shall report in accordance with Contract Reporting Requirements.

Task 1: Provide Statistical Technical Assistance to EPA

The contractor shall assist EPA staff in the evaluation of statistical error rates when using the TST approach. This will involve the review of R code program code to conduct this analysis. The error rate to be evaluated is the error of "declaring a sample toxic when it should have been declared statistically non-toxic". This is a primary source of debate in the regulated community and therefore needs to be addressed with an extensive Monte Carlo analysis. The contractor should have extensive hands-on expertise in this area; (see Denton et al., 2011; Diamond et al., 2011; Zheng et al., 2013; and Diamond et al., 2013). We anticipate the work will require development of an additional data analysis synthesis followed by a supplemental data analysis synthesis based on information and data provided in the context of ongoing toxicity litigation.

Task 1 Schedule:

- Initial data analysis synthesis	Per TD of WACOR
- Final data analysis synthesis/paper preparation	June 2016

Task 1 Deliverables: Technical analyses with summary data tables for which will be presented at the workshop (see Task 3), and co-presentation of project results with EPA staff (see task 3). The contractor will assist in the development of cumulative frequency tables showing the summary statistics such as mean and standard deviations, and Monte Carlo simulation files. Results from the synthesis deliverables will be used to assist in development of a paper presenting the results.

Task 2: Provide Technical Assistance to the State of California

The contractor will assist State Water Resources Control Board staff by preparing documentation and technical analyses in supporting of the state Toxicity Plan language. Specifically, the contractor will be tasked with:

- Supporting development of technical arguments specific to the policy,
- reviewing technical portions of the staff report
- reviewing technical portions of the amendment language,
- answering staff questions regarding statistical methodology, in particular

- the use of the Test of Significant Toxicity in conjunction with effluent limits and testing and monitoring, and
- the use of additional replicates to ensure proper application of methods.
- answering other technical support questions,
- developing figure, diagrams, and other materials
- presenting material at State Board meetings, and
- helping to respond to specific questions raised in public comment letters

The technical support related to toxicity and statistical methodologies will help the SWRCB Staff make informed decisions regarding policy development.

The Contractor shall, with a frequency not less than monthly, keep the EPA COR apprised of the time / Level of Effort being expended on the above activities, including a breakdown of the hours expended by Professional Level. Total LOE is not to exceed the state's budgeted amount of 184 LOE hours.

Task 2 Schedule:

Contractor support on specific issues will be scheduled on an as-needed basis with the State, however the overall timing will be as follows:

- | | |
|------------------------------------|-----------------|
| - Kick-off call with SWRCB | Per TD of WACOR |
| - Initiation of support activities | Per TD of WACOR |
| - Support activities to conclude | June 30, 2016 |

Task 2 Deliverables: electronic drafts of written technical arguments specific to the state policy (specific issues to be designated by SWRCB staff), reviews of staff report and amendment language in "track changes" or other format requested by the State, electronic copies of written responses to staff questions on statistical methodology, electronic copies of figures and diagrams prepared for the Toxicity Plan and related outreach materials, and draft responses to the technical elements of questions raised in public comment letters.

Task 3: Prepare and Present at a 1-day Toxicity Statistical Workshop

The contractor will assist in preparation of a one-day statistical workshop. This workshop will discuss the technical components of the scientific and technical underpinnings of the TST, discuss statistical error rates (both alpha and beta), present California test drive analyses, and demonstrate calculations using the TST approach. This workshop will be attended by the Los Angeles Water Resources Control Board, State Water Resources Control Board, the regulated communities such as wastewater and industrial dischargers who need to assess compliance with toxicity testing using the TST according to permits. Contractor will assist in preparing materials for the workshop based on analyses presented in Task 1

Task 3 Schedule:

- | | |
|----------------------------------|-----------------|
| - Prepare materials for workshop | Per TD of WACOR |
| - Present at the workshop | Per TD of WACOR |

Task 3 Deliverables: PowerPoint presentation materials for the workshop and guide for laboratories explaining how to determine the appropriate number of replicates to run in conducting toxicity testing.

Estimated Level of Effort (LOE)

LOE estimate for Tasks 1 and 3, combined, is 129 hours. For Task 2, the State of California has capped the LOE to a maximum of 184 LOE hours.

The Contractor shall notify the CO and EPA WACOR in writing when 75% of the authorized work assignment LOE/labor hours for the respective tasks have been expended.

Travel Requirements

All travel shall be approved in advance by the Contract-Level Contracting Officer's Representative (CL-COR) and shall be in accordance with the Contract.

Government Responsibilities

EPA will discuss statistical analysis work and workshop preparation with the contractor prior to conduct of analysis and materials preparation. EPA will also participate in telephone meetings to discuss project status and issues as needed, in addition to participating in the Task 2 kick-off call with the State. EPA and the State will continue to provide to the contractor necessary information or documents required by the contractor to perform tasks under the current work assignment. While the state is planning the workshop and no contractor logistical support is needed, contractor will need to travel to participate in the workshop and project budget should incorporate these costs.

Surveillance Plan: Not applicable.

Contractor Identification

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

Control Requirements

1. Quality Assurance Project Plan (QAPP)
All environmental data collected or used in support of decision making under this contract must be supported by an approved Quality Assurance Project Plan (QAPP) developed in accordance with the EPA Requirements for Quality Assurance Project Plans (QA/R-5) (EPA/240/B-01/003, 03/20/2001), and the Guidance for Quality Assurance Project Plans (QA/G-5) (EPA/240/R-02/009, 12/2002). The Contractor must document, through the WA's monthly progress reports, the implementation of the

updated QAPP as the project progresses under the Quality Management Plan (QMP) as agreed under the overarching contract EP-C-11-009.

2A. Organizational Conflict of Interest

The Contractor shall warrant that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.

2B. Notification of Conflicts of Interest Regarding Personnel

The Contractor shall immediately notify the CL-COR and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

3. Enforcement Sensitive Information

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

4. Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA CL-COR. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action

to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

5. Handling of Confidential Business Information (CBI)

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the WACOR.

6. Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the EPA WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The EPA WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

Defined Performance Criteria

EPA shall evaluate the Contractor's overall work in accordance with the "Performance Surveillance Plan", attached below. In addition, EPA shall score each of the three written final deliverables on a 5 point scale based on quality of the deliverables, consistency with SOW, and timeliness of deliverables. The three scores will be averaged.

In order to be rated "Outstanding", the Contractor must achieve an average rating of 4.5 out of 5 or higher.

In order to be rated “Exceeds Expectations”, the Contractor must achieve an average rating of 4 out of 5 or higher.

In order to be rated Satisfactory, the Contractor must achieve an average rating of 3 out of 5 or higher.

References

Denton DL, Diamond J, Zheng L. 2011. Test of Significant Toxicity: A statistical application of assessing whether an effluent or site water is truly toxic. *Environ Toxicol Chem* 30(5):1117-1126.

Diamond J., Denton D., Anderson B. & Phillips B. 2011. It is time for changes in the analysis of whole effluent toxicity data. *Integrated environmental assessment and management*. 8:351-358.

Diamond JM, Denton DL, Roberts Jr. JW, Zheng L. 2013. Evaluation of the Test of Significant Toxicity for Determining the Toxicity of Effluents and Ambient Water Samples. *Environ Toxicol Chem*. 32(5)1101-1108.

USEPA. 2002a. Methods for measuring the acute toxicity of effluents and receiving waters to freshwater and marine organisms. Fifth Edition. Office of Water, Washington, DC. EPA/821/R-02/012.

USEPA. 2002b. Short-term methods for estimating the chronic toxicity of effluents and receiving waters to freshwater organisms. Fourth Edition. Office of Water, Washington, DC. EPA/821/R-02/013.

Zheng L, Diamond JM, Denton DL. 2013. Evaluation of whole effluent toxicity data characteristics and use of Welch’s t-Test in the Test of Significant Toxicity Analysis. *Environ Toxicol Chem*. 32(2)468-474.

PERFORMANCE SURVEILLANCE PLAN

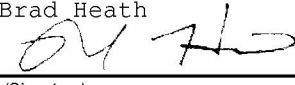
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
Management and Communications: During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.	<p>The Contractor shall maintain contact with the EPA WACOR throughout the performance of the work assignment.</p> <p>The contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document.</p> <p>The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	<p>EPA WACOR and CL-COR (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The EPA WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The EPA WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The EPA WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.</p>	<p>If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the CPARS Contract Performance System.</p>
Cost Management and Control: The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks. The contractor should not exceed</p>	<p>The EPA CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The EPA CL-COR and EPA WACOR shall review the Contractor's monthly progress</p>	<p>EPA will thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor will be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work</p>

PERFORMANCE SURVEILLANCE PLAN

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
	established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor shall provide an explanation in its Monthly Progress Report.	reports and request the WACOR to ensure that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the LOE provided under the work assignment.	assignment overrun that result in an overall cost overrun of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the CPARS Contract Performance System.
Quality of Product/Services: The contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The EPA WACOR will review all documents delivered under this work assignment for content accuracy.	If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor. Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the CPARS Contract Performance System.

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 5-71				
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:				
Contract Number EP-C-11-009			Contract Period 01/01/2011 To 06/30/2016 Base Option Period Number 5			Title of Work Assignment/SF Site Name Technical Support for Region 9				
Contractor TETRA TECH, INC.						Specify Section and paragraph of Contract SOW See PWS				
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input checked="" type="checkbox"/> Work Plan Approval						Period of Performance From 02/26/2016 To 06/30/2016				
Comments:										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
Note: To report additional accounting and appropriations data use EPA Form 1900-69A.										
SFO <input type="checkbox"/> (Max 2)										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee: \$0.00		LOE: 0						
01/01/2011 To 06/30/2016										
This Action:		\$45,262.00		313						
Total:		\$45,262.00		313						
Work Plan / Cost Estimate Approvals										
Contractor WP Dated: 01/20/2016		Cost/Fee \$45,262.00		LOE: 313						
Cumulative Approved:		Cost/Fee \$45,262.00		LOE: 313						
Work Assignment Manager Name Pascal Mues						Branch/Mail Code:				
<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;">(Signature)(Date)</div>						Phone Number: 415-972-3768				
						FAX Number:				
Project Officer Name Robert Powell						Branch/Mail Code:				
<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;">(Signature)(Date)</div>						Phone Number: 202-564-2108				
						FAX Number:				
Other Agency Official Name						Branch/Mail Code:				
<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;">(Signature)(Date)</div>						Phone Number:				
						FAX Number:				
Contracting Official Name Brad Heath						Branch/Mail Code:				
<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;">(Signature)(Date)</div>						Phone Number: 513-487-2352				
						FAX Number:				

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment		Work Assignment Number 5-71								
		<input type="checkbox"/> Other <input checked="" type="checkbox"/> Amendment Number: 000001								
Contract Number EP-C-11-009	Contract Period 01/01/2011 To 12/31/2016 Base Option Period Number 5	Title of Work Assignment/SF Site Name Technical Support for Region 9								
Contractor TETRA TECH, INC.		Specify Section and paragraph of Contract SOW See PWS								
Purpose: <input type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input checked="" type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval		Period of Performance From 07/01/2016 To 12/31/2016								
Comments: The purpose of this Amendment 1 is to extend the work assignment period of performance through December 31, 2016.										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> (Max 2) Note: To report additional accounting and appropriations date use EPA Form 1900-69A.										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:		LOE:						
01/01/2011 To 12/31/2016										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:				Cost/Fee				LOE:		
Cumulative Approved:				Cost/Fee				LOE:		
Work Assignment Manager Name Pascal Mues							Branch/Mail Code:			
_____ (Signature)							_____ (Date)			
Project Officer Name Robin Danesi							Phone Number: 415-972-3768			
_____ (Signature)							_____ (Date)			
Other Agency Official Name							FAX Number:			
_____ (Signature)							_____ (Date)			
Contracting Official Name Brad Heath							Branch/Mail Code:			
_____ (Signature)							_____ (Date)			
							Phone Number: 513-487-2352			
							FAX Number:			

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment		Work Assignment Number 5-72								
		<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:								
Contract Number EP-C-11-009	Contract Period 01/01/2011 To 12/31/2016 Base Option Period Number 5	Title of Work Assignment/SF Site Name Water Finance Clearinghouse								
Contractor TETRA TECH, INC.		Specify Section and paragraph of Contract SOW See PWS								
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval		Period of Performance From 10/31/2016 To 12/31/2016								
Comments:										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> (Max 2) Note: To report additional accounting and appropriations date use EPA Form 1900-69A.										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:		LOE:						
01/01/2011 To 12/31/2016										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:				Cost/Fee				LOE:		
Cumulative Approved:				Cost/Fee				LOE:		
Work Assignment Manager Name Sonia Brubaker							Branch/Mail Code:			
_____ (Signature)							_____ (Date)			
Project Officer Name Robin Danesi							Branch/Mail Code:			
_____ (Signature)							_____ (Date)			
Other Agency Official Name							Branch/Mail Code:			
_____ (Signature)							_____ (Date)			
Contracting Official Name Brad Heath							Branch/Mail Code:			
 (Signature)							10/31/2016 (Date)			
							Phone Number: 202-564-0120			
							FAX Number:			
							Phone Number: 202-564-1846			
							FAX Number:			
							Phone Number: 513-487-2352			
							FAX Number:			

**PERFORMANCE WORK STATEMENT
CONTRACT EP-C-11-009
WORK ASSIGNMENT 5-72**

TITLE: Water Finance Clearinghouse and Webinars

WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):

Sonia Brubaker Phone: 202-564-0120 Fax: 202-501-2346 brubaker.sonia@epa.gov	<u>USPS Mailing Address</u> 1200 Pennsylvania Ave NW (MC 4204M) Washington, DC 20460	<u>Courier Address</u> 1201 Constitution Ave NW Washington, DC 20004
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PERIOD OF PERFORMANCE: October 31, 2016 through December 31, 2016

BACKGROUND

EPA's Water Infrastructure and Resiliency Finance Center (Water Finance Center) was created in January 2015 to identify water infrastructure financing approaches that help communities reach their public health and environmental goals. The Water Finance Center helps communities make informed decisions for their drinking water, wastewater, and stormwater infrastructure.

SCOPE OF WORK

TASK 0: WORK ASSIGNMENT MANAGEMENT

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from the WACOR for all ongoing tasks. Regularly scheduled bi-weekly conference calls and in-person meetings, as needed, will be coordinated between the WACOR and the contractor to discuss the work assignment and progress of tasks. In addition, the contractor shall provide a monthly progress report that includes implementation plan(s); issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities, as requested.

Deliverables: The contractor shall provide a monthly progress report that will include the status of the implementation plan and issues encountered. The contractor shall report all expenditures and provide any relevant invoices as available. The contractor shall maintain a cumulative list of all technical directives. The contractor shall report in accordance with Contract Reporting Requirements.

Task 1: Water Finance Clearinghouse Research

A clearinghouse of water finance information will be developed to help communities make informed decisions for their drinking water, wastewater and stormwater infrastructure needs. Stormwater financing information has been identified through a previous Tetra Tech work assignment. The clearinghouse will be designed through EPA's OW Project Management Office.

For Task 1, the contractor will identify water infrastructure finance resources available to communities and drinking water and wastewater utilities including funding sources, financing approaches, case studies, and other resources. If necessary, the contractor may be tasked to develop some resources. These resources will contain information for funding water infrastructure capital projects and predevelopment or other planning requirements. The contractor shall identify available based on a national, regional, and state level from government agencies, industry groups, and other institutions that are free of charge and available to the public. EPA's subject matter expert for this task is Kristyn Abhold (abhold.kristyn@epa.gov).

Deliverables: The contractor will categorize resources based on funding sources, financing approach, category, resource type, resource source, geographic scope, and date. EPA will provide a draft list of bullets for each of these resources. The contractor shall deliver these resources to EPA in a sortable, filterable Microsoft Excel spreadsheet. EPA will comment on the draft template and the draft spreadsheet before the final spreadsheet is delivered to EPA. Digital copies, and website links, of all free, downloadable resources in the spreadsheet shall be provided to EPA.

Task 2: Water Finance Webinar Support

The Water Infrastructure and Resiliency Finance Center will host two webinars in November and December 2016 that focus on funding disasters and funding resiliency for drinking water, wastewater, and stormwater utilities. EPA's subject matter expert for this task is Kristyn Abhold (abhold.kristyn@epa.gov).

Subtask 2.a. Disaster Recovery Funding Webinar

Deliverables: The contractor shall assist in preparing one webinar, 1-2 hours in length, on disaster funding for drinking water, wastewater, and stormwater. The webinar will highlight solutions for financing emergency responses and explore how Drinking Water State Revolving Funds and Clean Water State Revolving Funds can play a vital role in disaster recovery in the short-run. The webinar is expected to be held on or about November 22, 2016.

The contractor shall provide pre-webinar support under this task, including identifying webinar software (including the ability to use EPA's Adobe Connect webinar software), developing a flyer, managing registration process through EPA's EventBrite service agreement, developing PowerPoint template, contacting speakers, and collecting information from speakers. EPA will identify speakers for the webinar.

The contractor shall provide day-of-webinar support including managing webinar platform, recording the webinar, and facilitating the event.

The contractor shall provide post-webinar support including preparing a 508 compliant webinar

recording to post on EPA's YouTube page (timecoded transcript as an SRT file, YouTube information file, and MP4 recording), transcript in Word, polls and summary information, Q&A documents, and list of registrants and attendees.

Subtask 2.b. Resiliency Funding Webinar

Deliverables: The contractor shall assist in preparing one webinar, 1-2 hours in length, on resiliency funding for drinking water, wastewater, and stormwater. The webinar will focus on funding strategies and solutions for helping communities build resiliency into their current operations and long-term planning. The webinar is expected to be held on or about December 6, 2016.

The contractor shall provide pre-webinar support under this task, including identifying webinar software (including the ability to use EPA's Adobe Connect webinar software), developing a flyer, managing registration process through EPA's EventBrite service agreement, developing PowerPoint template, contacting speakers, and collecting information from speakers. EPA will identify speakers for the webinar.

The contractor shall provide day-of-webinar support including managing webinar platform, recording the webinar, and facilitating the event.

The contractor shall provide post-webinar support including preparing a 508 compliant webinar recording to post on EPA's YouTube page (timecoded transcript as an SRT file, YouTube information file, and MP4 recording), transcript in Word, polls and summary information, Q&A documents, and list of registrants and attendees.

ANTICIPATED TRAVEL REQUIREMENTS

All travel shall be approved in advance by the CL-COR and shall be in accordance with the Contract.

ADDITIONAL REQUIREMENTS

Office direct costs (ODCs) for copying, postage/courier, supplies, computer usage, and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the contractor shall submit for inspection of all work in progress at any time under this work assignment. The contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the Contract Level COR (CL-COR) by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the CL-COR.

CONTRACTOR IDENTIFICATION

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

CONTROL REQUIREMENTS

Quality Assurance Project Plan (QAPP):

All work conducted under this WA is subject to the guidelines of the contract quality management plan. A separate QAPP is not anticipated for this WA.

Organizational Conflict of Interest:

The contractor shall warrant that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.

Notification of Conflicts of Interest Regarding Personnel:

The contractor shall immediately notify the CL-COR and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the CL-COR or CO. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

Handling of Confidential Business Information (CBI)

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the WACOR.

Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

PERFORMANCE SURVEILLANCE PLAN

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<p>Management and Communications:</p> <p>During the life of this work assignment, the contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.</p>	<p>The contractor shall maintain contact with the WACOR throughout the performance of the work assignment.</p> <p>The contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document.</p> <p>The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	<p>WACOR and CL-COR (as necessary) will allocate the time needed to discuss and address all issues identified by the contractor. The WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.</p>	<p>If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the CPARS Contract Performance System.</p>

<p>Cost Management and Control:</p> <p>The contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.</p>	<p>The contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The contractor shall assign appropriately leveled and skilled personnel to all tasks. The contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor shall provide an explanation in its Monthly Progress Report.</p>	<p>The EPA CL-COR will routinely meet with the contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The EPA CL-COR and WACOR shall review the contractor's monthly progress reports and request the Work Assignment Managers to ensure that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the LOE provided under the work assignment.</p>	<p>EPA will thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor will be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work assignment overrun that result in an overall cost overrun of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the CPARS Contract Performance System.</p>
<p>Quality of Product/Services:</p> <p>The contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.</p>	<p>Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.</p>	<p>The WACOR will review all documents delivered under this work assignment for content accuracy.</p>	<p>If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor.</p> <p>Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the CPARS Contract Performance System.</p>

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 5-72	
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:	
Contract Number EP-C-11-009		Contract Period 01/01/2011 To 12/31/2016 Base Option Period Number 5		Title of Work Assignment/SF Site Name Water Finance Clearinghouse			
Contractor TETRA TECH, INC.				Specify Section and paragraph of Contract SOW See PWS			
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input checked="" type="checkbox"/> Work Plan Approval						Period of Performance From 10/31/2016 To 12/31/2016	
Comments: This Work Plan Approval incorporates a funding ceiling of \$62,000.							
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund							
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A. (Max 2)							
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars) (Cents) Site/Project (Max 8) Cost Org/Code
1							
2							
3							
4							
5							
Authorized Work Assignment Ceiling							
Contract Period:		Cost/Fee: \$0.00		LOE: 0			
01/01/2011 To 12/31/2016							
This Action:		\$94,809.00		837			
Total:		\$94,809.00		837			
Work Plan / Cost Estimate Approvals							
Contractor WP Dated: 11/18/2016		Cost/Fee \$94,809.00		LOE: 837			
Cumulative Approved:		Cost/Fee \$94,809.00		LOE: 837			
Work Assignment Manager Name Sonia Brubaker						Branch/Mail Code:	
_____ (Signature) (Date)						Phone Number: 202-564-0120	
						FAX Number:	
Project Officer Name Robin Danesi						Branch/Mail Code:	
_____ (Signature) (Date)						Phone Number: 202-564-1846	
						FAX Number:	
Other Agency Official Name						Branch/Mail Code:	
_____ (Signature) (Date)						Phone Number:	
						FAX Number:	
Contracting Official Name Brad Heath						Branch/Mail Code:	
_____ (Signature) (Date)						Phone Number: 513-487-2352	
						FAX Number:	